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14 Veronica Munoz, *on behalf of herself and all others similarly situated*

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18 Veronica Munoz, *on behalf of herself and*  
19 *all others similarly situated*

20 Plaintiff,

21 vs.

22 LG Electronics U.S.A., Inc.,  
23

24 Defendant.

**Case No.:**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

25  
26  
27 **INTRODUCTION**  
28

1           1. Plaintiff, Veronica Munoz (“Plaintiff”), brings this putative class  
2 action, on behalf of herself, and a putative class of an estimated millions of  
3 consumers against LG Electronics U.S.A., Inc. (“LG,” “LG Electronics,” or  
4 “Defendant”).  
5

6           2. This is a class action against LG for misrepresenting the energy  
7 efficiency of its televisions manufactured between 2011 and the present, which  
8 feature ABC (automatic brightness control, or “Energy Saving”) and MDD  
9 (motion detection dimming, or “Motion Eye Care”) technologies. LG  
10 misrepresents that its televisions are the most energy efficient of televisions (the  
11 “Misrepresentation”) in a uniform fashion as a matter of company policy through  
12 (a) the ENERGYGUIDE labels affixed to its products, and (b) the ENERGY  
13 STAR® logo, which indicates that televisions meet the ENERGY STAR®  
14 standards for energy efficiency.  
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19           3. ENERGY STAR is a U.S. Environmental Protection Agency (“EPA”)  
20 voluntary program that helps businesses and individuals save money and protect  
21 the climate through superior energy efficiency. In 1992, the EPA introduced  
22 ENERGY STAR as a voluntary labeling program designed to identify and promote  
23 energy-efficient products to reduce greenhouse gas emissions. The ENERGY  
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1 STAR label is now on major appliances, office equipment, lighting, new homes,  
2 and electronics.<sup>1</sup>  
3

4 4. Despite LG's claims, independent testing commissioned by the  
5 Natural Resources Defense Council ("NRDC") reveals that its television are  
6 programmed to disable key energy-saving features when consumers adjust the  
7 default picture settings. Moreover, LG specifically optimized and tailored these  
8 energy-saving features to create a reduction in energy usage during testing with the  
9 U.S. Department of Energy ("DOE") that is not reflected under real world  
10 conditions. Thus, the NRDC estimates that LG's conduct doubles the expected  
11 energy cost to operate its televisions.  
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14

15 5. The Misrepresentation communicates to consumers that LG's  
16 televisions are the most energy efficient of televisions. The Misrepresentation is  
17 part of the basis of the bargain that consumers pay a higher up-front purchase price  
18 for the televisions but save more on energy bills over time using the product. This  
19 is an attractive incentive to many consumers who demand energy efficient  
20 appliances and electronics.<sup>2</sup>  
21  
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23 6. To capitalize on this demand, LG engaged in a long-term advertising  
24 campaign in which it utilized various forms of media to advertise that its  
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26 <sup>1</sup> <https://www.energystar.gov/products/electronics/televisions>.

27 <sup>2</sup> See <http://www.nielsen.com/us/en/insights/news/2015/consumers-want-energy-efficiency-but-what-will-they-do-about-it.html> ("consumers still view home  
28 efficiency as their top unmet demand need ...") (last visited Oct 5, 2016)

1 televisions are among the most energy efficient of televisions, as the televisions  
 2 meet the ENERGY STAR® program standards for energy efficiency. According  
 3 to its website, LG “offers more than 800 ENERGY STAR qualified models in a  
 4 range of product categories,” including televisions.<sup>3</sup> Moreover, LG boasts on its  
 5 website that it was recognized as the ENERGY STAR® Partner of the year in  
 6 2015:



LG has earned the U.S. Environmental Protection Agency's  
 2015 ENERGY STAR® Partner of the Year Award.

7. Consumers look for the ENERGY STAR® logo when evaluating  
 whether a product is among the most energy efficient in its class. “The ENERGY  
 STAR® logo is a critical tool for consumers looking to save energy and money  
 with their appliances,” said Scott Blake Harris, the DOE’s General Counsel. In  
 fact, “[t]he ENERGY STAR mark ranks among the highest level of influence on  
 product purchase among all consumer emblems, similar in ranking to the Good  
 Housekeeping Seal.” Indeed, a 2012 National Association of Home Builders  
 (“NAHB”) Home Trends & Buyer Preferences survey also acknowledged that  
 ENERGY STAR® was the feature most desired by appliance purchasers, picked  
 by 94% of respondents.

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<sup>3</sup> <http://www.lg.com/us/energy-star>

1           8. Similarly, the ENERGYGUIDE label affixed to every Product  
2 provides consumers with an estimate of the television's annual energy costs.  
3  
4 Additionally, the ENERGYGUIDE label provides a range of energy costs for  
5 similar models. This allows consumers to understand how a product's energy use  
6 compares to the energy use of similar products.<sup>4</sup> Accordingly, a single glance at  
7 one of Defendant's ENERGYGUIDE labels communicates the message that the  
8 Products are among the most energy efficient of televisions.  
9

10  
11           9. However, in September 2016, the NRDC, with the help of Ecos  
12 Research ("Ecos"), released a report entitled *The Secret Costs of Manufacturers*  
13 *Exploiting Loopholes in the Government's TV Energy Test: \$1.2 Billion For*  
14 *Consumers & Millions of Tons of Pollution* (the "NRDC Report"). The NRDC  
15 Report was based on (i) a comprehensive laboratory testing of selected televisions  
16 energy efficiency, and (ii) additional in-store testing to observe the persistence of  
17 key energy-saving features.<sup>5</sup>  
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20           10. The NRDC Report concluded that LG's energy-saving features are  
21 active during the DOE's testing of the Products, but are designed to be disabled  
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25 <sup>4</sup> See [https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-](https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-energyguide-label)  
26 [energyguide-label](https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-energyguide-label) (directing consumers to "Use the EnergyGuide label to compare  
27 the energy use of similar models.") (last visited Oct 5, 2016)

28 <sup>5</sup> [https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-](https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf)  
[loopholes-tv-energy-test-report.pdf](https://www.nrdc.org/sites/default/files/costs-manufacturers-exploiting-loopholes-tv-energy-test-report.pdf) ("NRDC Report")

1 whenever a consumer changes the default picture settings.<sup>6</sup> Thus, LG's  
2 Misrepresentation – that the Products are among the most energy efficient of  
3 televisions – is based on energy-saving features that LG has ensured will be  
4 silently and invisibly terminated or inactive during normal consumer use. Notably,  
5 without these features active, power use increased in comparison to out-of-the box  
6 settings.”<sup>7</sup> Without these features, the Products, all of which received the  
7 ENERGY STAR® label, would not so qualify.  
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10  
11 11. The promised benefits of efficiency and energy-savings were illusory.  
12 For Class Members who purchased LG's televisions, the promised savings from  
13 reduced energy bills never came. Instead, LG deployed firmware to make it all but  
14 certain that key energy-saving features would be inactive during normal consumer  
15 use.  
16

17  
18 12. Thus, Class Members pay higher costs in two ways: a higher up-front  
19 purchase price due to the substantial price premium that the Misrepresentation  
20 commands in the marketplace, and/or higher energy usage (and cost) over the  
21 product's life, since its actual energy consumption is substantially higher than what  
22 was promised. Each Class Member paid a higher initial price for their television,  
23 and will pay higher energy costs every month – for the anticipated use of the  
24 television.  
25  
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27 <sup>6</sup> *Id.*

28 <sup>7</sup> *Id.*

1           13. LG has profited immensely from the selling its televisions as energy  
2 efficient, through ENERGY STAR® labeling, having earned over billions of  
3 dollars for units sold in North America alone.  
4

5                                   **JURISDICTION AND VENUE**  
6

7           14. This Court has original jurisdiction over this class action pursuant to  
8 28 U.S.C. § 1332(d)(2) as the amount in controversy exceeds the sum or value of  
9 \$5,000,000, exclusive of interest, fees, and costs, and the matter is a class action in  
10 which a member of the class of Plaintiff is a citizen of a State different from any  
11 defendant.  
12

13           15. Additionally, this Court has supplemental jurisdiction over Plaintiff's  
14 common law claims pursuant to 28 U.S.C. § 1391, because said claims derive from  
15 a common nucleus of operative facts.  
16

17           16. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because  
18 a substantial portion of the events giving rise to Plaintiff and Class and/or  
19 Collective Action Members' claims occurred in the Northern District of California,  
20 as LG: (1) is authorized to conduct business in this District, and has intentionally  
21 availed itself to the laws and markets within this District through the promotion,  
22 marketing, distribution and sale of its products in this District, (2) presently does  
23 substantial business in this District, and (3) is subject to personal jurisdiction in  
24 this District.  
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## **PARTIES**

17. At all relevant times Plaintiff was a resident of San Jose, California, and a citizen of the state of California.

18. Plaintiff on behalf of herself, and the putative National class, and California sub-class, brings this class action lawsuit against LG.

19. Defendant LG is an international corporation with its United States headquarters in Huntsville, AL. LG Electronics was founded in 1958 as Goldstar, in the aftermath of the Korean War.<sup>8</sup> By 2015 LG was profiting millions of dollars, and for the first three months of the year profits were at \$36 million.<sup>9</sup>

## **FACTUAL ALLEGATIONS**

### **A. LG Communicates the Misrepresentation**

20. LG communicates the Misrepresentation through (a) the ENERGYGUIDE labels affixed to its televisions, and (b) ENERGY STAR® logos, which indicate that the televisions meet the ENERGY STAR® standards for energy efficiency. A single glance at one of Defendant's ENERGYGUIDE labels or the ENERGY STAR® logo communicates the message that the televisions are among the most energy efficient of televisions.

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<sup>8</sup> [https://en.wikipedia.org/wiki/LG\\_Electronics](https://en.wikipedia.org/wiki/LG_Electronics)

<sup>9</sup> <http://www.wsj.com/articles/tv-sales-slump-at-lg-offsetting-smartphone-success-1430288273?alg=y>



1           21. LG has articulated the importance of energy efficiency to its brand  
2 identity. LG represents that it is “committed to developing the most innovative  
3 and energy-efficient products that provide consumers with superior performance  
4 while achieving significant energy savings and lessening the impact on the world  
5 around us.”<sup>10</sup>  
6

7  
8           **B. The ENERGYGUIDE Label Promise and Its Significant Effect on**  
9           **Consumers**

10           22. The Federal Trade Commission (“FTC”) requires all televisions  
11 manufactured after May 10, 2011 to affix or display ENERGYGUIDE labels.<sup>11</sup>  
12

13           23. “Unlike many years ago, before flat screens and plasma, today’s  
14 televisions vary widely in the amount of energy they use,” said FTC Chairman Jon  
15 Leibowitz commenting on the decision to expand the ENERGYGUIDE program to  
16 televisions. “By comparing information on the EnergyGuide labels, consumers  
17 will be able to make better-informed decisions about which model they choose to  
18 buy, based on how much it costs to operate per year.”<sup>12</sup>  
19  
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21           24. The central purpose of the ENERGYGUIDE label is to inform  
22 consumers which products are among the most energy efficient in the marketplace.  
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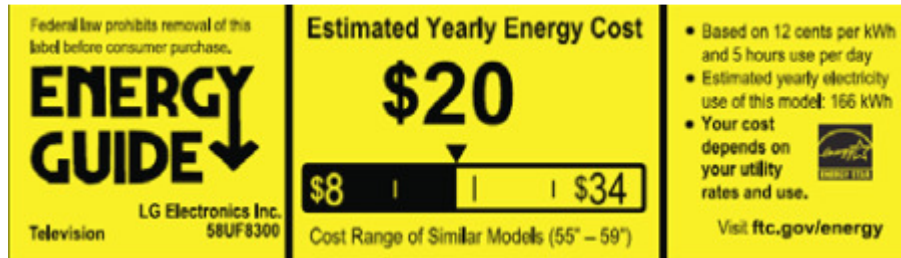
26 <sup>10</sup> <http://www.lg.com/us/energy-star>

27 <sup>11</sup> Available at <https://www.ftc.gov/news-events/press-releases/2010/10/starting-2011-ftc-will-require-energyguide-labels-televisions> (last visited October 5, 2016)

28 <sup>12</sup> *Id.*

As the FTC website commented, “[ENERGYGUIDE] tells how much energy an appliance uses and makes it easier to compare the energy use of similar models.”<sup>13</sup>

25. A typical ENERGYGUIDE label used by Defendant appears below:



26. Defendant’s ENERGYGUIDE labels reveal that its televisions purportedly use a fraction of the energy used by “Similar Models.” Therefore, ENERGYGUIDE labels communicate the Misrepresentation: this television is purportedly among the most energy efficient of televisions.

### C. The ENERGY STAR® Promise and Its Significant Effect on Consumers

27. ENERGY STAR® is a government initiative designed to “identify and promote energy-efficient products in order to reduce energy consumption, improve energy security, and reduce pollution through voluntary labeling of, or other forms of communication about, products and buildings that meet the highest energy conservation standards.” *See* 42 U.S.C. § 6294a. The program is jointly administered by the DOE and the Environmental Protection Agency (“EPA”).

<sup>13</sup> *Energy Guidance: Appliance Shopping with the Energy Guide Label* available at <https://www.consumer.ftc.gov/articles/0072-shopping-home-appliances-use-energyguide-label> (last visited October 5, 2016).

1           28. The ENERGY STAR® program is not a regulatory program; rather, it  
2 consists of voluntary partnerships (with licensing agreements) between the  
3 DOE/EPA and industry participants that commit to manufacture products that meet  
4 the very highest standards of energy efficiency.  
5

6           29. Because ENERGY STAR® is widely recognized as the premier brand  
7 for energy efficient products, participation in the ENERGY STAR® program has a  
8 significant impact on the marketability of products. The most important tool used  
9 in the ENERGY STAR® program is the ENERGY STAR® logo.  
10

11           30. The message and promise conveyed by the ENERGY STAR® logo is  
12 that the product is among the most energy efficient of similar products available in  
13 the marketplace. An ENERGY STAR® certification allows consumers to  
14 maximize their energy-savings, while simultaneously protecting the environment.  
15 National retailers that dominate the television market rely extensively on  
16 ENERGY STAR®-related promotions, as well as the distinctive logo, to sell  
17 televisions and bring consumers to their stores:  
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31. The campaign to promote ENERGY STAR® has continued for almost two decades. To promote the message of energy efficiency and savings, the EPA launched a broad outreach campaign in 1997, encouraging consumers to look for the distinctive ENERGY STAR® label. The campaign prominently mentioned the environmental benefits of the ENERGY STAR® program, but the focus remained on the financial savings that consumers could realize through superior energy efficiency. According to the EPA, the first consumer campaign had three key messages:

**ENERGY STAR saves you money and protects the environment. Use of qualified products in your home can mean up to 30 percent savings.**

**The second price tag. Products have two price tags: the purchase price plus the cost of electricity needed to use the product over its lifetime.**

**An easy choice. Either the product is energy efficient because it displays the ENERGY STAR label, or it isn't.**

1           32. These marketing and educational efforts have culminated in one of the  
2 most recognizable, global symbols for energy efficiency. Scott Blake Harris,  
3 General Counsel for the DOE, has stated that “[t]he ENERGY STAR® label is a  
4 critical tool for consumers looking to save energy and money with their  
5 appliances.”  
6  
7

8           33. In fact, the ENERGY STAR® label was *specifically engineered* to  
9 convey a simple message to consumers: that a given product is one of the most  
10 efficient of similar products within the market. It is “extremely successful as an  
11 informational device.” Declaration of Catherine Zoi, Assistant Secretary, Office of  
12 Energy Efficiency and Renewable Energy, *LG Electronics U.S.A., Inc. v. DOE, et*  
13 *al.*, No. 09-2297-JDB (D.C. Dec. 23, 2009), Dkt. No. 10-7, at ¶ 19. It sends an  
14 unequivocal message to consumers.  
15  
16

17           34. The DOE and EPA have found that “[s]ubstantial portions of U.S.  
18 households in the surveyed population recognize, understand, and are influenced  
19 by the ENERGY STAR® label.” This is supported by a prominent national survey  
20 conducted in 2011, which found that 85% of households had at least a general  
21 understanding of the label’s purpose, including 75% that had a “high  
22 understanding.”  
23  
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26           35. The same survey found the ENERGY STAR® logo materially  
27 influenced the purchasing decisions of 88% of households that recognized it,  
28

1 including 76% whose purchase decisions were influenced “very much” or  
2 “somewhat.”  
3

4 36. A 2012 NAHB Home Trends & Buyer Preferences survey<sup>14</sup> found  
5 that ENERGY STAR® appliances were the features most desired by homebuyers,  
6 picked by 94% of respondents. There is no doubt that appliance manufacturers  
7 such as LG consider the ENERGY STAR® label to be a “promise” of “savings”  
8 and “energy efficiency.”  
9

10  
11 37. Participation in the ENERGY STAR® program has a significant  
12 impact on the marketability of products. The message conveyed by the ENERGY  
13 STAR® logo is that the product is among the most efficient of similar products  
14 available in the marketplace.  
15

16 38. Generally, consumers can expect ENERGY STAR® certified  
17 televisions to be on average, 25 percent more energy efficient than conventional  
18 models, saving energy in all usage modes: sleep, idle, and on.<sup>15</sup>  
19

#### 20 **D. The NRDC Report and The Real Energy Use of LG Televisions**

21 39. LG televisions sold since 2011 are tested by the U.S. DOE to measure  
22 television energy use. The DOE measures the energy use of new television models  
23 while playing a 10-minute video of assorted content developed by the International  
24  
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26 <sup>14</sup> According to the NAHB, these results were obtained by surveys performed by  
27 NAHB and Better Homes and Gardens.

28 <sup>15</sup> Available at <https://www.energystar.gov/products/electronics/televisions> (last  
visited Oct. 5, 2016).

1 Electrotechnical Commission (“IEC”) standards organization.<sup>16</sup> The testing is  
2 conducted with the default picture settings activated. As the NRDC Report  
3 explains:  
4

5       **The results are used to determine the annual energy**  
6       **use listed on yellow EnergyGuide labels** (see example  
7 below), which are mandated by the Federal Trade  
8 Commission (FTC) to **appear on every television sold**  
9 **in stores.** This allows consumers to compare the TV’s  
10 energy use against the energy use of similar-size models  
before purchase.

11       The test results also are used when manufacturers seek  
12 approval to display the **ENERGY STAR® label to**  
13 **indicate that the model is among the more energy**  
**efficient on the market.**

14 (emphasis added).<sup>17</sup>

15       40. In the 2016 NRDC Report, the NRDC and Ecos conducted  
16 comprehensive laboratory testing on a select LG television, specifically, model  
17 number 58UF8300. The television was equipped with two energy-saving features:  
18 (i) a motion detection dimming program (“MDD”) and, (ii) an automatic  
19 brightness control (“ABC”).<sup>18</sup>  
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27 <sup>16</sup> <https://www.nrdc.org/media/2016/160921-0>

28 <sup>17</sup> NRDC Report.

<sup>18</sup> *Id.* at 12.

1           41. MDD, referred to as “Motion Eye Care” by LG, decreases the  
2 brightness of the television screen when rapid scene changes occur. This reduction  
3 in screen brightness can produce energy-savings.<sup>19</sup>  
4

5           42. ABC, referred to as “Energy Saving” by LG, decreases television  
6 screen brightness based upon the amount of ambient light detected. When ambient  
7 light decreases, the ABC decreases the screen brightness. This reduction in screen  
8 brightness can produce energy-savings.<sup>20</sup>  
9

10           43. The NRDC Report, applying the DOE’s methodology, tested the  
11 energy usage of the LG television. To observe the impact of the energy-saving  
12 features, the NRDC Report alternately tested LG’s television with MDD enabled  
13 and disabled. The results are reflected in the table below:<sup>21</sup>  
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26 <sup>19</sup> *Id.*

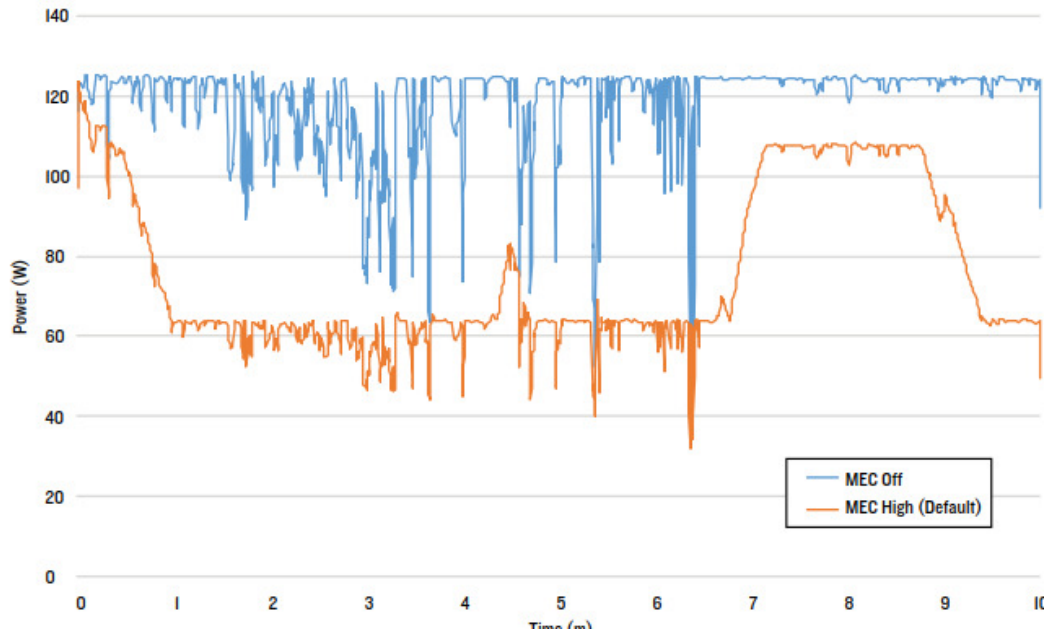
27 <sup>20</sup> *Id.* at 21.

28 <sup>21</sup> *Id.* at 13.



Figure I: LG model 58UF8300: Impact of MDD (Motion Eye Care) on on-mode power use

Testing per the DOE test method with IEC test loop and default settings. TV did not have ABC.



44. Significantly, the average on-mode power with Motion Eye Care (MDD) on was 75 Watts, but elevated to 119 Watts, an increase of 58 percent, when the same test was conducted with Motion Eye Care turned off.<sup>22</sup>

45. Even worse, the NRDC Report went on to discover that minor changes to the default settings disabled energy-saving features. “LG TVs had a large selection of picture modes and used the unique term Auto Power Save (APS) to designate their default picture setting. Selecting any other picture setting disabled both ABC (called Energy Saving) and MDD (called Motion Eye Care), if

<sup>22</sup> *Id.*

present.” “[C]hoosing the setting called Standard also caused both energy-saving features to be disabled.”<sup>23</sup>

46. LG failed to warn consumers that these minor screen adjustments disabled these energy-saving features:

In addition, the user was neither notified of these changes nor given an adequate and effective on-screen warning that energy use would increase if he or she proceeded with the change to the picture mode setting.<sup>24</sup>

47. Notably, the “ENERGY STAR® Program Requirements for Televisions: Partner Commitments,” which discusses the partnership guidelines of the ENERGY STAR® program, expressly requires participating partners to warn consumers when a change will disable energy-saving features:

Preset Picture Setting Menu: For any product where consumers have the option of selecting different picture settings from a preset menu at any time:

The product **shall display on-screen information that the Default Picture Setting reflects the setting under which the product qualifies for the ENERGY STAR.** For example, such information may be indicated by including an electronic ENERGY STAR mark alongside the name or description of that picture setting or in the form of a message displayed each time any setting other than the Default Picture Setting is selected.

(emphasis added).<sup>25</sup>

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<sup>23</sup> *Id.*

<sup>24</sup> *Id.* at 19.

<sup>25</sup> *Available at*

1           48. Furthermore, the NRDC Report results showed that the clip developed  
2 by the IEC and used by the DOE contained much shorter scenes and more frequent  
3 cuts between them than typical real-world content (*e.g.*, sports, dramas, and news  
4 programs). Because the MDD dims the television screen with rapid scene changes,  
5 the MDD produced energy-savings with the DOE clip's short scenes that are  
6 simply not realized when real-world content is displayed.<sup>26</sup>

7  
8  
9           49. The report goes on to state that LG appears to have deployed MDD  
10 features to "game" the IEC test clip:

11  
12                   [I]t's conceivable that some manufacturers might be  
13 **exploiting the abnormally high frequency of scene**  
14 **changes in the IEC test clip to maximize the effect of**  
15 **MDD** and obtain a better energy efficiency score, thereby  
16 gaining a competitive advantage.

17 emphasis added).<sup>27</sup>

18           50. Lastly, the NRDC Report further commented that playing movies in  
19 high dynamic range ("HDR") is likely to significantly increase future the energy  
20 use of televisions, which is similarly not reflected under DOE test conditions. In  
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25 [https://www.energystar.gov/sites/default/files/FINAL%20Version%207.0%20Tele](https://www.energystar.gov/sites/default/files/FINAL%20Version%207.0%20Television%20Program%20Requirements%20(Dec-2014)_0.pdf)  
26 [vision%20Program%20 Requirements%20 \(Dec-2014\)\\_0.pdf](https://www.energystar.gov/sites/default/files/FINAL%20Version%207.0%20Television%20Program%20Requirements%20(Dec-2014)_0.pdf) (last visited Oct. 5,  
27 2016)

28 <sup>26</sup> NRDC Report at 17.

<sup>27</sup> *Id.* at 6.

1 fact, energy use increased as much as 50 percent when HDR content was enabled  
2 on Ultra High Definition televisions.<sup>28</sup>  
3

#### 4 **E. Plaintiff's Experiences**

5 51. In 2016 Plaintiff purchased a 55" LG television. The television was  
6 ENERGY STAR® certified through representations made on the box, as well as  
7 LG's website.<sup>29</sup>  
8

9 52. In deciding which television to purchase, Plaintiff observed prior to  
10 purchase that her Product was ENERGY STAR® certified – a representation  
11 Plaintiff relied on as a fair and accurate characterization of the energy usage of the  
12 television she purchased and understood to mean that the television was among the  
13 most energy efficient of televisions. Plaintiff's purchase of the television included  
14 a substantial price premium due to LG's Misrepresentation that the television was  
15 among the most energy efficient of televisions. Plaintiff changed the factory  
16 default picture settings on her television shortly after activating the television. The  
17 changes included changes to the television's contrast, backlight, and picture  
18 settings. Prior to adjusting these settings, Plaintiff was not warned that the changes  
19 would reduce energy efficiency, causing her to incur additional charges on her  
20 electricity bill.  
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27 <sup>28</sup> *Id.* at 7.

28 <sup>29</sup> <http://www.lg.com/us/energy-star>

1           53. LG's Misrepresentation that Plaintiff's television was among the most  
2 energy efficient of televisions was an immediate cause of Plaintiff's decision to  
3 purchase its product. She would not have agreed to purchase the television, or  
4 would have sought materially different terms, had she known that the  
5 Misrepresentation was false and misleading.  
6

7  
8           54. LG's Misrepresentation that the television was among the most  
9 energy efficient on the market played a pivotal role, and was a substantial factor, in  
10 Plaintiff's decision to purchase the television.  
11

12           55. Plaintiff also understood that the purchase involved a direct  
13 transaction between herself and LG because the television came with packaging  
14 and other materials prepared by LG, including warranty materials referencing a  
15 manufacturer's warranty provided directly to the consumer, indicating she was  
16 purchasing warranty protection directly from LG as part of the transaction.  
17  
18

19           56. LG failed to disclose to Plaintiff at the time of sale that it had installed  
20 a defeat device in the subject television, reduce the energy efficiency of the  
21 television.  
22

## 23                           **CLASS ACTION ALLEGATIONS**

### 24           **A. The Class**

25  
26           57. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P.  
27 23 on behalf of herself and all others similarly situated.  
28

1           58. Plaintiff represents, and is a member of the following putative class  
2 (the “Class”):  
3

4           **All persons within the United States who purchased,**  
5 **within the relevant statute of limitations period, a LG**  
6 **television manufactured between 2011 and the**  
7 **present which features ABC (automatic brightness**  
8 **control, or “Energy Saving”) and MDD (motion**  
9 **detection dimming, or “Motion Eye Care”)**  
10 **technologies.**

11           59. Plaintiff also seeks to represent the following proposed subclass (the  
12 “California Subclass”):

13           **All persons residing in the state of California who**  
14 **purchased, within the relevant statute of limitations**  
15 **period, a LG television manufactured between 2011**  
16 **and the present which features ABC (automatic**  
17 **brightness control, or “Energy Saving”) and MDD**  
18 **(motion detection dimming, or “Motion Eye Care”)**  
19 **technologies.**

20           60. The definition of the putative class is narrowly tailored so as to  
21 include only identifiable members who purchased a LG model television within the  
22 limitations period, with specific technology.

## 23 **B. Numerosity**

24           61. The proposed classes are so numerous that the individual joinder of all  
25 its members, in this or any action, is impracticable. The exact number or  
26 identification of the members of the putative classes is presently unknown to  
27  
28

1 Plaintiff, but it is believed to include thousands of consumers in California and  
2 across the Country making joinder impracticable.  
3

4 62. The exact number and identities of the Class members are unknown at  
5 this time, and can only be ascertained through discovery. Identification of Class  
6 members is a matter capable of ministerial determination from Defendant's  
7 records.  
8

9 **C. Common Issues of Law and Fact**  
10

11 63. There are questions of law and fact common to all Class Members that  
12 predominate over any questions affecting only individual members. These  
13 questions include, but are not limited to:  
14

- 15 a. Whether Defendant misrepresented its televisions as being  
16 the most energy efficient;  
17
- 18 b. Whether Class Members suffered an ascertainable loss as a  
19 result of Defendant's Misrepresentation; and  
20
- 21 c. Whether, as a result of Defendant's misconduct as alleged  
22 herein, Plaintiff and Class Members are entitled to  
23 restitution, injunctive, and/or monetary relief and, if so, the  
24 amount and nature of such relief;  
25

26 64. The common questions in this case are capable of having common  
27 answers. If Plaintiff's claim that LG willfully or negligently, in breach of contract,  
28

1 and applicable state or federal law, misrepresented the energy usage of their  
2 televisions, Plaintiff and Class members will have identical claims capable of  
3 being efficiently adjudicated and administered in this case. Plaintiff is asserting  
4 the same rights, making the same claims, and seeking the same relief for herself  
5 and all other putative class members.  
6  
7

8 **D. Typicality**

9 65. Plaintiff's claims are typical of the claims of Class members because  
10 Plaintiff and Class Members all purchased televisions bearing the same  
11 Misrepresentation. Plaintiff's claims are typical of the respective Subclass for the  
12 same reason.  
13  
14

15 **E. Protecting the Interest of Class Members**

16 66. Plaintiff will fairly and adequately protect the interests of the Class  
17 and has retained counsel experienced in handling class actions and claims  
18 involving unlawful business practices. Neither Plaintiff nor her counsel has an  
19 interest which might cause them not to vigorously pursue this action.  
20  
21

22 **F. Proceeding via Class Action is Superior and Advisable**

23 67. A class action is the superior method for the fair and efficient  
24 adjudication of this controversy. The interest of Class members in individually  
25 controlling the prosecutions of separate claims against Defendant is small because  
26 it is not economically feasible for Class members to bring individual actions.  
27  
28





1           74. LG breached these express warranties in that common, ordinary,  
2 changes to the televisions' brightness, contrast, and picture settings increase energy  
3 usage, causing Plaintiff and Class Members to incur increased costs on their  
4 electricity bills.

5  
6           75. Plaintiff and Class Members were injured as a direct and proximate  
7 result of Defendant's breach because: (a) they would not have purchased the  
8 televisions on the same terms if the truth concerning Defendant's  
9 Misrepresentation had been known; (b) they paid a price premium due to the  
10 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff  
11 and Class Members have paid and will continue to pay higher energy bills for as  
12 long as they continue to use the televisions.

13  
14           76. As a result of breach of express warranties, Plaintiff and Class  
15 Members have been damaged.

16  
17  
18  
19                                   **COUNT II**  
20                                   **Breach of Implied Warranty of Merchantability**

21           77. Plaintiff brings this claim individually, on behalf of members of the  
22 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
23 this Complaint and incorporates them herein by reference.

24  
25           78. Defendant, as the designer, manufacturer, marketer, distributor, and/or  
26 seller impliedly warranted that its televisions were fit for their intended purpose in  
27 that they would function properly as energy efficient televisions within the  
28

1 parameters established by the ENERGY STAR® program, and the  
2 Misrepresentation.  
3

4 79. Defendant breached the warranty implied in the contract for the sale  
5 of the Products in that the Products could not pass without objection in the trade  
6 under the contract description, the goods were not of fair average quality within the  
7 description, and the goods were unfit for their intended and ordinary purpose in  
8 that they did not function properly as energy efficient televisions within the  
9 parameters established by the ENERGY STAR® program, and the  
10 Misrepresentation. As a result, Plaintiff and Class Members did not receive the  
11 goods as impliedly warranted by Defendant to be merchantable.  
12  
13  
14

15 80. Plaintiff and Class Members are the intended beneficiaries of  
16 Defendant's implied warranties.  
17

18 81. In reliance upon Defendant's skill and judgment and the implied  
19 warranties, Plaintiff and Class Members purchased the Products for use as energy  
20 efficient televisions within the parameters established by the ENERGY STAR®  
21 program, and the Misrepresentation.  
22

23 82. The televisions were not altered by Plaintiff and Class Members. Any  
24 changes to picture settings made by Class Members constituted expected and  
25 ordinary use of a television.  
26  
27  
28

1           83. The televisions were defective when they left the exclusive control of  
2 Defendant. The built-in firmware process by which the efficiency of the television  
3 was disabled and the benefits lost to the consumer upon making use of image  
4 controls constitutes a defect.  
5

6           84. Defendant knew the televisions would be purchased and used without  
7 additional testing for energy efficiency by Plaintiff and Class Members. The  
8 televisions were defectively designed and unfit for their intended purpose, and  
9 Plaintiff and Class Members did not receive the goods as warranted.  
10

11           85. As a direct and proximate cause of Defendant's breach of the implied  
12 warranty, Plaintiff and Class Members have been injured and harmed because: (a)  
13 they would not have purchased the televisions on the same terms if the truth  
14 concerning Defendant's Misrepresentation had been known; (b) they paid a price  
15 premium due to the Misrepresentation; (c) the televisions did not perform as  
16 promised; and (d) Plaintiff and Class Members have paid and will continue to pay  
17 higher energy bills for as long as they continue to use the televisions.  
18  
19  
20  
21

22                           **COUNT III**

23                   **For Violations of California Unfair Competition Law ("UCL")**  
24                           **Cal. Bus. & Prof. Code § 17200, *et seq.***

25           86. Plaintiff, individually, and on behalf of the members of the California  
26 Subclass, repeats and re-alleges the above paragraphs of this Complaint and  
27 incorporates them herein by reference.  
28

1           87. Defendant is subject to the UCL. The UCL provides, in pertinent  
2 part: “Unfair competition shall mean and include unlawful, unfair or fraudulent  
3 business practices and unfair, deceptive, untrue or misleading advertising . . .”<sup>30</sup>  
4

5           88. Defendant’s conduct, described herein, violated the “unlawful” prong  
6 of the UCL by violating the False Advertising Law, Cal. Bus. & Prof. Code §  
7 17500, *et seq.*  
8

9           89. Defendant’s conduct, described herein, violated the “unfair” prong of  
10 the UCL by misrepresenting the Products as being among the most energy efficient  
11 of televisions, and by programming a firmware bypass that silently disables key  
12 energy-saving features.  
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28 <sup>30</sup> Cal. Bus. & Prof. Code § 17200 *et seq.*

1           90. Plaintiff and the California Subclass Members suffered lost money or  
 2 property as a result of Defendant's UCL violations because: (a) they would not  
 3 have purchased the televisions on the same terms if the truth concerning  
 4 Defendant's Misrepresentation had been known; (b) they paid a price premium due  
 5 to the Misrepresentation; (c) the televisions did not perform as promised; and (d)  
 6 Plaintiff and Class Members have paid and will continue to pay higher energy bills  
 7 for as long as they continue to use the Products.  
 8  
 9

10  
 11                                   **COUNT IV**  
 12                                   **False Advertising Law ("FAL")**  
 13                                   **Business & Professions Code § 17500, *et seq.***

14           91. Plaintiff, individually, and on behalf of the members of the California  
 15 Subclass, repeats and re-alleges the above paragraphs of this Complaint and  
 16 incorporates them herein by reference.  
 17

18           92. California's False Advertising Law (*Bus. & Prof. Code* § 17500, *et*  
 19 *seq.*) makes it "unlawful for any person to make or disseminate or cause to be  
 20 made or disseminated before the public in this state, ... in any advertising device  
 21 ... or in any other manner or means whatever, including over the Internet, any  
 22 statement, concerning ... personal property or services, professional or otherwise,  
 23 or performance or disposition thereof, which is untrue or misleading and which is  
 24 known, or which by the exercise of reasonable care should be known, to be untrue  
 25 or misleading."  
 26  
 27  
 28

1           93. Defendant committed acts of false advertising, as defined by §17500,  
2 by using false and misleading statements to promote the sale of Products, as  
3 described above.  
4

5           94. Defendant knew or should have known, through the exercise of  
6 reasonable care that the statements were untrue and misleading.  
7

8           95. Defendant's actions in violation of § 17500 were false and misleading  
9 such that the general public is and was likely to be deceived.  
10

11           96. Plaintiff, and the California Subclass Members suffered lost money or  
12 property as a result of Defendant's UCL violations because: (a) they would not  
13 have purchased the televisions on the same terms if the truth concerning  
14 Defendant's Misrepresentation had been known; (b) they paid a price premium due  
15 to the Misrepresentation; (c) the televisions did not perform as promised; and (d)  
16 Plaintiff and Class members have paid and will continue to pay higher energy bills  
17 for as long as they continue to use the Products.  
18

19  
20                           **COUNT V**  
21                           **Breach of Contract**

22           97. Plaintiff brings this claim individually, on behalf of members of the  
23 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
24 this Complaint and incorporates them herein by reference.  
25

26           98. Every purchase of a subject television from an authorized dealer of  
27 LG constitutes a contract between LG and the purchaser.  
28

1           99. LG materially breached these contracts by selling to Plaintiff and  
2 Class Members non-compliant, non-energy efficient televisions and failing to  
3 disclosure the pre-installed software designed to reduce the energy efficiency of  
4 subject televisions when changes to default settings are made. As a result, said  
5 televisions are substantially less valuable than televisions LG advertised and  
6 promised to deliver to Plaintiff and Class Members.  
7

8           100. LG's misrepresentations and omissions contained in the body of this  
9 Complaint, including LG's misrepresentation of the energy efficient capability of  
10 its subject televisions, caused Plaintiff and Class Members to enter into their  
11 agreements to purchase the subject televisions. Absent those misrepresentations  
12 and omissions, Plaintiff and Class Members would not have purchased their  
13 televisions, would not have purchased their televisions at the price they paid,  
14 and/or would have purchased alternative televisions that did not contained pre-  
15 installed software designed to increase the energy output of the televisions.  
16 Accordingly, Plaintiff and Class Members suffered injury, as they overpaid for  
17 their subject televisions and did not receive the benefit of their bargain.  
18

19           101. As a direct and proximate result of LG's breach, Plaintiff and Class  
20 Members have been damaged.  
21  
22  
23  
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28



**COUNT VI**  
**Unjust Enrichment**

102. Plaintiff brings this claim individually, on behalf of Members of the Class and California Subclass, and repeats and re-alleges the above paragraphs of this and incorporates them herein by reference.

103. LG has received and retained unjust benefits from Plaintiff and Class Members, and inequity has resulted.

104. LG misrepresented that its televisions were among the most energy efficient available for the purpose of generating retails sales which could and did increase the amount of direct and wholesale sales to LG.

105. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff and Class Members' purchases of its televisions. Retention under these circumstances is unjust and inequitable because LG misrepresented that the televisions were among the most energy efficient of televisions on the market, which caused injuries to Plaintiff and Class Members because (a) they would not have purchased the televisions on the same terms if the truth concerning Defendant's Misrepresentation had been known; (b) they paid a price premium due to the Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff and Class Members have paid and will continue to pay higher energy bills for as long as they continue to use the Products.

1           106. Because Defendant's retention of the non-gratuitous benefit conferred  
2 on it by Plaintiff and Class Members is unjust and inequitable, Defendant must pay  
3 restitution to Plaintiff and Class Members for their unjust enrichment, as ordered  
4 by the Court.  
5

6  
7  
8                           **COUNT VII**

9                           **Breach of Obligation of Good Faith and Fair Dealing**

10           107. Plaintiff brings this claim individually, on behalf of members of the  
11 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
12 this Complaint and incorporates them herein by reference.  
13

14           108. LG breached its obligation of good faith and fair dealing by  
15 intentionally designing subject televisions to draw less power during DOE testing,  
16 thereby fraudulently representing the true nature of the television's energy usage,  
17 leading to improper ENERGY STAR® certification.  
18

19                           **COUNT VIII**

20                           **Fraudulent Inducement**

21           109. Plaintiff brings this claim individually, on behalf of members of the  
22 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
23 this Complaint and incorporates them herein by reference.  
24  
25  
26  
27  
28

1           110. To induce Plaintiff and Class Members to purchase the subject  
2 televisions, LG made representations as to the subject television's energy saving  
3 capabilities.  
4

5           111. Among the representations LG made to Plaintiff and Class Members  
6 was that they could "enjoy a crystal-clear picture while saving energy with  
7 technology that intelligently adapts the screen's brightness to the intensity of the  
8 light in the room.  
9

10           112. Moreover, LG represented the subject televisions as ENERGY  
11 STAR® certified, without warning Plaintiff and Class Members that changes to the  
12 television's default settings would affect the nature of the subject TVs energy  
13 saving capabilities.  
14

15           113. Thereafter, Plaintiff and Class Members discovered that, unbeknownst  
16 to them, LG fraudulently installed software in each subject television, which  
17 altered the subject television's actual level of energy usage.  
18

19           114. As a result of LG's fraudulent inducement, Plaintiff and Class  
20 Members have been injured.  
21

22  
23                                   **COUNT IX**  
24                                   **Intentional Misrepresentation**

25           115. Plaintiff brings this claim individually, on behalf of members of the  
26 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
27 this Complaint and incorporates them herein by reference.  
28

1           116. Defendant willfully, falsely, and knowingly misrepresented that its  
2 televisions were among the most energy efficient of televisions. The  
3 Misrepresentation was communicated through the ENERGYGUIDE labels  
4 Defendant affixed to each television, as well as ENERGY STAR® logo that  
5 Defendant associated, in numerous ways, with its products.  
6  
7

8           117. In actual and reasonable reliance upon the Misrepresentation, Plaintiff  
9 and Class Members purchased the televisions for their intended and reasonably  
10 foreseeable purposes. Plaintiff and Class Members were unaware of the true facts  
11 concerning Defendant's Misrepresentation of the televisions, which Defendant  
12 suppressed and failed to disclose. Defendant's Misrepresentation was material, in  
13 that if Plaintiff and Class Members had been aware of the suppressed facts,  
14 Plaintiff and Class Members would not have purchased the televisions for the same  
15 price.  
16  
17  
18

19           118. Plaintiff and Class Members are informed and believe, and thereon  
20 allege, that Defendant misrepresented that the televisions were among the most  
21 energy efficient of televisions with the intent to defraud Plaintiff and Class  
22 Members. Plaintiff and Class Members were unaware of Defendant's intent and  
23 relied upon the Defendant's Misrepresentation in deciding to purchase the  
24 televisions.  
25  
26  
27  
28

1           119. Plaintiff and Class Members' reliance upon Defendant's  
2 Misrepresentation was reasonable. The defect (excess energy consumption) is  
3 latent and not something that Plaintiff or Class Members, in the exercise of  
4 reasonable diligence, could have discovered independently prior to purchase,  
5 because it is not feasible for individual consumers to conduct their own energy  
6 efficiency testing prior to purchase.  
7

8  
9           120. In actual and reasonable reliance upon the Misrepresentation, Plaintiff  
10 and Class Members purchased the televisions and experienced energy usage far  
11 above the levels represented, the direct and proximate result of which was injury  
12 and harm to Plaintiff and Class Members because: (a) they would not have  
13 purchased the televisions on the same terms if the truth concerning Defendant's  
14 Misrepresentation had been known; (b) they paid a price premium due to the  
15 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff  
16 and Class Members have paid and will continue to pay higher energy bills for as  
17 long as they continue to use the televisions.  
18  
19  
20  
21

22           121. All acts of LG complained of herein were committed with malice,  
23 intent, wantonness, and recklessness, and overall were egregious in nature, and as  
24 such, Plaintiff and Class Members are entitled to punitive damages.  
25

26                   **COUNT X**  
27                   **Negligent Misrepresentation**  
28

1           122. Plaintiff brings this claim individually, on behalf of members of the  
2 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
3 this Complaint and incorporates them herein by reference.  
4

5           123. Defendant represented that the Products were among the most energy  
6 efficient of televisions. To communicate this representation and to convince  
7 Plaintiff and Class Members to purchase a Product, Defendant supplied Plaintiff  
8 and Class Members with information, namely the ENERGYGUIDE label and the  
9 ENERGY STAR® logo. Defendant knew, or should have known, that this  
10 information was false and/or misleading to Plaintiff and Class Members.  
11  
12

13           124. The Misrepresentation concerned material facts that influenced  
14 Plaintiff and Class Members' purchase of the Products.  
15

16           125. Defendant knowingly made the Misrepresentation with the intent to  
17 induce Plaintiff and Class Members to act upon it by purchasing the Products.  
18

19           126. At the time Defendant made the Misrepresentation, Defendant knew  
20 or should have known that the Misrepresentation was false or Defendant made the  
21 Misrepresentation without knowledge of its truth or veracity.  
22

23           127. Plaintiff and Class Members reasonably, justifiably, and detrimentally  
24 relied on Misrepresentation and, as a proximate result thereof, have and will  
25 continue to suffer damages in the form of lost money from the purchase price and  
26 increased energy costs over the life of the Products.  
27  
28

1 128. Plaintiff and Class Members suffered a loss of money as a result of  
2 Defendant's false information because: (a) they would not have purchased the  
3 televisions on the same terms if the true facts concerning the Misrepresentation had  
4 been known; (b) they paid a price premium due to the Misrepresentation; (c) the  
5 televisions did not perform as promised; and (d) they have paid and will continue  
6 to pay higher energy bills for as long as they continue to use the televisions.  
7

8  
9 **COUNT XI**  
10 **Fraudulent Concealment/Nondisclosure**

11 129. Plaintiff brings this claim individually, on behalf of members of the  
12 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
13 this Complaint and incorporates them herein by reference.  
14

15 130. Defendant knew at the time of sale that it had falsely represented the  
16 Products as being among the most energy efficient of televisions because  
17 Defendant itself deployed a firmware bypass that silently disabled key energy-  
18 saving features of its products.  
19

20 131. Defendant fraudulently concealed from and/or intentionally failed to  
21 disclose to Plaintiff and the Class the true energy consumption of the televisions  
22 with the energy-saving features disabled.  
23

24 132. Defendant had exclusive knowledge of Misrepresentation's falsity at  
25 the time of sale. The defect (excess energy consumption) is latent and not  
26 something that Plaintiff or Class Members, in the exercise of reasonable diligence,  
27  
28

1 could have discovered independently prior to purchase, because it is not feasible  
2 for individual consumers to conduct their own energy efficiency testing prior to  
3 purchase. The defect would not be disclosed by careful, reasonable inspection by  
4 the purchaser.  
5

6 133. Defendant had the capacity to, and did, deceive Plaintiff and Class  
7 Members into believing that the products they were purchasing were among the  
8 most energy efficient of televisions.  
9

10 134. Defendant undertook active and ongoing steps to conceal the defect.  
11 Plaintiff is aware of nothing in Defendant's advertising, publicity, or marketing  
12 materials that discloses the truth about the defect, despite Defendant's awareness  
13 of the problem.  
14

15 135. The facts concealed and/or not disclosed by Defendant to Plaintiff and  
16 the Class are material facts in that a reasonable person would have considered them  
17 important in deciding whether to purchase (or to pay the same price for) a  
18 television.  
19

20 136. Defendant had a duty to disclose an accurate estimate of the energy  
21 consumption of the televisions at the time of sale, including on the  
22 ENERGYGUIDE label required by federal law.  
23  
24  
25  
26  
27  
28



1           137. Defendant intentionally concealed and/or failed to disclose an  
2 accurate estimate of the energy consumption of the televisions for the purpose of  
3 inducing Plaintiff and the Class to act thereon.  
4

5           138. Plaintiff and the Class justifiably acted or relied upon the concealed  
6 and/or non-disclosed facts to their detriment, as evidenced by their purchase of the  
7 televisions.  
8

9           139. Plaintiff and Class Members suffered a loss of money as a result of  
10 Defendant's fraudulent conduct because: (a) they would not have purchased the  
11 televisions on the same terms if the truth concerning Defendant's  
12 Misrepresentation had been known; (b) they paid a price premium due to the  
13 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff  
14 and Class members have paid and will continue to pay higher energy bills for as  
15 long as they continue to use the televisions.  
16  
17  
18

19                           **COUNT XII**  
20                           **Common Law Fraud**

21           140. Plaintiff brings this claim individually, on behalf of members of the  
22 Class and California Subclass, and repeats and re-alleges the above paragraphs of  
23 this Complaint and incorporates them herein by reference.  
24

25           141. As detailed at length above, Defendant provided Plaintiff and Class  
26 Members with false or misleading material information and failed to disclose  
27  
28

1 material facts about its televisions, including but not limited to the fact that the  
2 televisions were not among the most efficient available on the market.  
3

4 142. The Misrepresentation made by Defendant, upon which Plaintiff and  
5 Class Members reasonably and justifiably relied, was intended to induce and  
6 actually incused Plaintiff and Class Members to purchase its televisions.  
7

8 143. The fraudulent actions of Defendant caused damage to Plaintiff and  
9 Class Members, who are entitled to damages and other legal and equitable relief as  
10 a result.  
11

12 144. Plaintiff, and Class Members suffered a loss of money as a result of  
13 Defendant's fraudulent conduct because: (a) they would not have purchased the  
14 televisions on the same terms if the truth concerning Defendant's  
15 Misrepresentation had been known; (b) they paid a price premium due to the  
16 Misrepresentation; (c) the televisions did not perform as promised; and (d) Plaintiff  
17 and Class Members have paid and will continue to pay higher energy bills for as  
18 long as they continue to use the televisions.  
19  
20  
21

## 22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays that the Court grant Plaintiff and the Class  
24 the following relief against Defendant as follows:  
25

- 26 1. For an order certifying this action and/or common issues raised  
27 herein as a Class Action under the appropriate Federal Rule of  
28

Civil Procedure 23(a), 23(b), and 23(c); further designating a Class Representative, appointing the undersigned as class counsel;

2. For an Order certifying the nationwide Class and Subclass under Fed R. Civ. P. 23;
3. For an Order declaring Defendant's conduct in violation of the statutes referenced herein;
4. An order forbidding LG from destroying or removing any computer or similar records with evidence related to LG's sales records, or this action;
5. An order requiring complete and immediate disclosure of all studies, reports, analyses, data, compilations, and other similar information within the possession, custody, or control of LG, concerning, relating to, or involving energy usage of subject televisions;
6. An order preventing LG from attempting, by any means, on its own or through its agents, to persuade any putative Class Members to sign any documents which in any way release any of the claims of any Putative Class Members;
7. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;

8. For prejudgment interest on all amounts awarded;
9. For injunctive relief as pleaded or as the Court may deem proper;
10. For an Order awarding Plaintiff, the Class, and the California Subclass their reasonable attorneys' fees and expenses and costs of suit;
11. For an Order finding in favor of Plaintiff and the California Subclass; and;
12. Such other relief as the Court deems just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: March 7, 2017

Respectfully Submitted,

By: **LEMBERG LAW, LLC**  
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